

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER See Schedule		PAGE OF 1 24							
2. CONTRACT NO. GS-35F-088AA			3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER EP-G17H-01413		5. SOLICITATION NUMBER						
							6. SOLICITATION ISSUE DATE						
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Marisol Ventura				b. TELEPHONE NUMBER (No collect calls) 202-564-0366		8. OFFER DUE DATE/LOCAL TIME					
9. ISSUED BY HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460			CODE HPOD		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 541430 SIZE STANDARD: \$7.50								
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING					
								14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP					
15. DELIVER TO COR: Joseph Hicks 1200 Pennsylvania Ave NW T: 202-564-1449 Email: Hicks.Joseph@epa.gov Washington DC 20460			CODE		16. ADMINISTERED BY HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460				CODE HPOD				
17a. CONTRACTOR/OFFEROR SRA INTERNATIONAL, INC. Attn: CATE GARRIS 15036 CONFERENCE CENTER DRIVE CHANTILLY VA 20151 TELEPHONE NO. 4342094714			CODE 097779698		FACILITY CODE		18a. PAYMENT WILL BE MADE BY RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711				CODE RTP FMC		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
0001		DUNS Number: 097779698 TOCOR: JOSEPH HICKS Max Expire Date: 09/19/2017 Period of Performance: 03/20/2017 to 09/19/2017 ORD Graphics and Media Support Services - Bridge Task Order Incrementally Funded Amount: \$402,860.40 Requisition No: PR-ORD-17-00272, PR-ORD-17-00379, PR-ORD-17-00603, PR-ORD-17-00604, PR-ORD-17-00705 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)										781,949.74	
25. ACCOUNTING AND APPROPRIATION DATA See schedule								26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$781,949.74					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA								<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA								<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						<input type="checkbox"/> 29. AWARD OF CONTRACT: OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Marisol Ventura ELECTRONIC SIGNATURE							
30b. NAME AND TITLE OF SIGNER (Type or print)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Marisol Ventura				31c. DATE SIGNED 03/16/2017			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Accounting Info: 17-18-C-267B000-101FK6XR1-2504-26A5C-17267BE702-00 1 BFY: 17 EFY: 18 Fund: C Budget Org: 267B000 Program (PRC): 101FK6XR1 Budget (BOC): 2504 Cost: 26A5C DCN - Line ID: 17267BE702-001 Funding Flag: Partial Funded: \$20,000.00 Accounting Info: 17-18-C-26UU000-102FK6XR2-2504-26A5E-1726UUE006-00 1 BFY: 17 EFY: 18 Fund: C Budget Org: 26UU000 Program (PRC): 102FK6XR2 Budget (BOC): 2504 Cost: 26A5E DCN - Line ID: 1726UUE006-001 Funding Flag: Partial Funded: \$10,860.40 Accounting Info: 17-18-C-26XQ000-301FK8XPW-2504-26A4C-1726XQE023-00 1 BFY: 17 EFY: 18 Fund: C Budget Org: 26XQ000 Program (PRC): 301FK8XPW Budget (BOC): 2504 Cost: 26A4C DCN - Line ID: 1726XQE023-001 Funding Flag: Partial Funded: \$32,000.00 Accounting Info: 16-17-C-26UU000-201FK7-2504-26A5E-1726UUE011-001 BFY: 16 EFY: 17 Fund: C Budget Org: 26UU000 Program (PRC): 201FK7 Budget (BOC): 2504 Cost: 26A5E DCN - Line ID: 1726UUE011-001 Funding Flag: Partial Funded: \$1,300.00 Accounting Info: Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (<i>Location</i>)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-35F-088AA/EP-G17H-01413PAGE OF
3 24

NAME OF OFFEROR OR CONTRACTOR

SRA INTERNATIONAL, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	16-17-C-26UU000-301FK8XPV-2504-26A5E-1726UUE011-00 2 BFY: 16 EFY: 17 Fund: C Budget Org: 26UU000 Program (PRC): 301FK8XPV Budget (BOC): 2504 Cost: 26A5E DCN - Line ID: 1726UUE011-002 Funding Flag: Partial Funded: \$1,600.00 Accounting Info: 16-17-C-26UU000-301FK8XPW-2504-26A5E-1726UUE011-00 3 BFY: 16 EFY: 17 Fund: C Budget Org: 26UU000 Program (PRC): 301FK8XPW Budget (BOC): 2504 Cost: 26A5E DCN - Line ID: 1726UUE011-003 Funding Flag: Partial Funded: \$3,000.00 Accounting Info: 16-17-C-26UU000-401FK9-2504-26A5E-1726UUE011-004 BFY: 16 EFY: 17 Fund: C Budget Org: 26UU000 Program (PRC): 401FK9 Budget (BOC): 2504 Cost: 26A5E DCN - Line ID: 1726UUE011-004 Funding Flag: Partial Funded: \$16,000.00 Accounting Info: 17-18-C-26UU000-301FK8-2504-26A5E-1726UUE011-005 BFY: 17 EFY: 18 Fund: C Budget Org: 26UU000 Program (PRC): 301FK8 Budget (BOC): 2504 Cost: 26A5E DCN - Line ID: 1726UUE011-005 Funding Flag: Partial Funded: \$58,100.00 Accounting Info: 17-18-C-26UU000-102FK6XR2-2504-26A5E-1726UUE011-00 6 BFY: 17 EFY: 18 Fund: C Budget Org: 26UU000 Program (PRC): 102FK6XR2 Budget (BOC): 2504 Cost: 26A5E DCN - Line ID: 1726UUE011-006 Funding Flag: Partial Funded: \$10,000.00 Accounting Info: 17-18-C-26XF000-101FK6XR1-2504-26A5E-1726XFE020-00 1 BFY: 17 EFY: 18 Fund: C Budget Org: 26XF000 Program (PRC): 101FK6XR1 Budget (BOC): 2504 Cost: 26A5E DCN - Line ID: 1726XFE020-001 Funding Flag: Partial Funded: \$250,000.00 This is a bridge task order to GS-35F-088AA/EP-G16H-01298.				

TASK ORDER CLAUSES
GS-35F-088AA/EP-G17H-01413

1. EPA-SPECIFIC TERMS AND CONDITIONS

In addition to the terms and conditions of the Vendor's GSA Schedule contract, the following additional terms and conditions apply to this EPA RFQ, in accordance with FAR 8.404(b), some by reference, some in full text. Full text of EPAAR clauses and provisions may be found as Chapter 15 at:

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

2. EPA LOCAL CLAUSES

2.1 LOCAL CLAUSE EPA-B-31-101 OTHER DIRECT COSTS

(a) Other Direct Costs (ODC) (for example, travel and/or training) in the amount listed below shall be included as a total maximum dollar value for each period of performance of the task order. Contractors shall include the amounts shown below in the Contractor's total estimated cost for each period of performance. These amounts are maximum ceiling dollar amounts that the Contractor shall not exceed. These amounts are not guaranteed but are the maximum dollar ceilings for each year of the period of performance. ODC's are specific to each period of performance and do not carry over into following periods of performance. Other Direct Costs in excess of the following are not allowable as a charge to this contract without prior written approval of the Contracting Officer: **For this task order, the maximum ODC ceiling amount will be \$43,383.89 during the period of performance of the order.**

(b) When the COR or CO notifies the Contractor of an EPA requirement, the Contractor shall submit all requests, in writing, for ODC items to the CO for approval before the ODC item is procured, unless otherwise authorized by the CO. All requests for long distance travel and Contractor training shall be in accordance with Approval of Contractor Travel and Approval of Contractor Training, see section H.18 and H.19. The Contractor shall not incur any costs for an ODC prior to receiving the CO's written approval of the Contractor's request.

(c) Any costs that the Contractor incurs prior to receiving the CO's written/e-mail approval can be disallowed by the CO.

(d) For cost efficiencies, the COR or CO shall determine with the Contractor whether meetings can be held via telephone conference call, video conference call or in person, prior to any meeting between the Contractor and Government personnel, including the Contractor's subcontractor personnel (if applicable).

(e) The Contractor shall be allowed to apply only its G&A indirect rate to ODCs, and the Contractor shall not apply any other fees or rates unless expressly authorized by the CO in the task order.

(f) Other Direct Costs--(ODCs) are items which are allowable and allocable direct costs to the task order for which EPA may reimburse the Contractor. Such items shall be charged in accordance with the Contractor's established and accepted accounting practices except as stated below. The Task Order COR (TOCOR) may provide approval for materials and supplies up to \$500.00 (for a single item or a related group of items). For costs beyond \$500, the EPA Contracting Officer's approval is required. This consent is only intended to be a determination of technical reasonableness and is not a pre-determination as to the allowability of these costs. Equipment is considered to be "facilities" for the purpose of Part 45 of the Federal Acquisition Regulation and, with certain exceptions, may not be reimbursed as a direct charge to the contract.

(g) The Contractor shall include a clause with language that is substantially the same in all of the Contractor's

subcontract agreements under this task order.

2.2 LOCAL CLAUSE EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION

(a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract line items 1 severable and may be incrementally funded. For these items, the sum of \$402,860.40 of the total price is presently available for payment and allotted to this contract.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 10 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 80 percent of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."

(d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.

(g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

RECAPITULATION:

PRIOR	THIS	NEW
AMOUNT	MOD	AMOUNT

Base Period

Total Maximum Amount:[FILLIN#6#insert dollar amount]

Funded Amount:[FILLIN#7#insert dollar amount]

2.3 LOCAL CLAUSE EPA-F-12-101 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from:
03/20/17 – 09/19/17 exclusive of all required reports.

2.4 LOCAL CLAUSE EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

The Task Order COR is responsible for clarifying the technical aspects of the project and the general review of the work performed. However, the Task Order COR is not authorized to make any commitments or changes which affect the contract price, terms, and/or conditions. Such changes can be accomplished only by the Contracting Officer in writing.

The Task Order Contracting Officer's Representative (TOCOR), the Alternate Task Order COR (ATOCOR), the Contract Specialist (CS), and the Contracting Officer (CO) for this task order are as follows:

▪ **TO CONTRACTING OFFICER'S REPRESENTATIVE (TOCOR):**

Joseph Hicks, U.S. EPA

1200 Pennsylvania Ave, NW

Washington, DC 20460

T: 202-564-1449

Email: Hicks.Joseph@epa.gov

▪ **ALTERNATE TO COR (ATOCOR):**

Kelley Marshall, U.S. EPA

*109 T.W. Alexander Drive
Research Triangle Park, NC 27709
T: 919-541-2125
Email: Marshall.Kelley@epa.gov*

▪ **CONTRACTING OFFICER (CO) FOR THE TASK ORDER:**

Marisol Ventura, U.S. EPA

*1200 Pennsylvania Ave, NW
Washington, DC 20460
T: 202-564-0366
Email: Ventura.Marisol@epa.gov*

2.5 LOCAL CLAUSE EPA-H-09-101 CONTRACTOR'S DISCLOSURE REQUIREMENTS FOR CONFLICTS OF INTEREST

In submitting notices of potential corporate, affiliate or personal conflicts of interest, the Contractor shall answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the particular situation, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the EPA through the Prime Offeror. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the notifications will be sent to the prime Offeror in writing. The prime Offeror shall be responsible for forwarding the Contracting Officer's decision to the subcontractors.

1. During the past three (3) calendar years, has the company or any employees that will be working at this site performed work at this site/facility? If the answer is "yes", describe, in detail, the nature of work the company or employee(s) performed and provide the names of the employee(s); the dates the work took place and identify the client(s) for whom the work was performed. Note: For reporting purposes, all clients including Commercial, Federal, State or local entities other than the EPA should be included in the check for potential conflict of interest.

2. For any work identified in question 1 that was performed by the company, provide the approximate dollar value of work performed for each client as well as the company's annual sales by fiscal year.

3. With whom has this potential conflict of interest been discussed (include EPA personnel, legal advisors, etc.)?

4. Provide, if relevant, information regarding how the company's organizational structure and/or management system affects its knowledge of possible conflicts or interest relating to other divisions or sections of the organization and how that structure or system could prevent or mitigate/neutralize potential conflicts of interest.

5. Provide an update of any significant change in control or ownership of the company since the submission of information for responsibility determination.

6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Offeror shall provide the name and telephone number

of someone in the company who is knowledgeable with regard to this notice of potential conflict of interest.

2.6 LOCAL CLAUSE EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-00) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

2.7 LOCAL CLAUSE EPA-H-09-107 UNPAID FEDERAL TAX LIABILITY & FELONY CRIMINAL VIOLATION

Incorporated by reference

2.8 LOCAL CLAUSE EPA-H-31-104 APPROVAL OF CONTRACTOR TRAVEL

- (a) For purposes of this clause, the term "travel" does not include local transportation. "Local Transportation" is defined as travel within 50 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.
- (b) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Contract-Level COR. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).
- (c) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's Statement of Work (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Contract-Level COR specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment- see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.
- (d) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.
- (e) To obtain the approval for travel, the contractor shall submit a separate written request to the Contract-Level COR for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

- (1) Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.
- (2) Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement of Work.
- (3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.
- (f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Contract-Level COR.
- (g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as an official representative of the Agency at meetings, conferences, symposia, etc.

2.9 LOCAL CLAUSE EPA-H-31-105 APPROVAL OF CONTRACTOR TRAINING

- (a) The Contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the task order PWS. The Contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the task order. In addition, the Contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The Contractor shall provide documentation of such training upon to the CO and COR in the Contractor's Monthly Progress Reports as a separate, clearly identified item.
- (b) The Government will not directly reimburse the cost for Contractor employees to meet or maintain minimal task order requirements or to obtain and sustain an appropriate level of professionalism. The Government will only consider reimbursement of any direct charges for training if the Contractor complies with the procedures set forth in paragraph (c) below.
- (c) The Government may determine to reimburse the direct cost of training only when the Government determines that to do so is in the best interests of the Government associated with a requirement that represents a unique Government need unrecognized at the time of task order award. When such circumstances occur, the Contractor shall secure the CO's prior written approval by submitting a written request to the CO and COR that includes, at a minimum the following information:
 - (1) Individual to be trained (identify position and job duties under task order).
 - (2) Description of circumstances necessitating the training. (Describe the specific change to the performance requirements. Identify the section of the PWS that will benefit from training and describe in detail how the training relates to the PWS and job duties under the task order.)
 - (3) Estimated cost (Include a cost breakdown. Explain why this is the most cost effective means to fulfill the task order requirements.)
- (d) The CO will provide the Contractor with written approval or disapproval of the Contractor's request. Approval of the Contractor's submission in response to the RFP that includes training as an additional cost shall not be construed to mean the training is approved; i.e., the Contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the CO unless approves it in accordance with this clause.
- (e) The Contractor shall include a clause with language that is substantially the same in all of the Contractor's subcontract agreements under this task order.
- (f) Contracting Officer approval is not required for mandatory EPA training such as EPA's Annual Security Training, etc. These training events must be taken, tracked, and reported on as requested by the COR and/or CO.

2.10 LOCAL CLAUSE EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect web portal in administering this contract. The Contractor must be registered in FedConnect and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect technical questions please call the FedConnect Help Desk at (800) 899-6665 or email at support@fedconnect.net.

2.11 LOCAL CLAUSE EPA-H-42-103 TEMPORARY CLOSURE OF EPA FACILITIES

(a) (1) The Environmental Protection Agency observes the following days as federal holidays. The term "Federal holidays" as used in this clause shall mean only the following enumerated days and any other days hereafter declared National holidays by the President of the United States. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.

January 1	New Year's Day
January	Third Monday - Martin Luther King Day
February	Third Monday - Washington's Birthday
May	Last Monday - Memorial Day
July 4	Independence Day
September	First Monday - Labor Day
October	Second Monday - Columbus Day
November 11	Veterans Day
November	Fourth Thursday - Thanksgiving Day
December 25	Christmas Day

(2) Holiday observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in the contract.

(b)(1) EPA may close an EPA facility for all or a portion of a business day as a result of:

- (i) Granting administrative leave to non-essential EPA employees (e.g., unanticipated holiday);
- (ii) Inclement weather;
- (iii) Failure of Congress to appropriate operational funds;
- (iv) Any other day designated by Federal law, Executive Order or Presidential Proclamation; or
- (v) Other reason as determined by the EPA (e.g., designated furlough day for federal workers).

(2) In such cases, Contractor personnel not determined by the CO to be exempted (e.g., not performing mission-critical round-the-clock services/tasks) who are not already on duty at the facility shall not report to the facility. Such Contractor personnel already present shall be dismissed and shall leave the facility.

(3) The Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of mission-critical services/tasks already in operation or scheduled for performance during the period in which EPA employees are dismissed, and shall be guided by any specific instructions of the CO or his/her duly authorized representative. In formulating instructions the CO or authorized representative may consider recommendations from regional/local EPA facilities management/operations staff.

(c) When Contractor personnel services are not required or provided due to closure of an EPA facility as described in paragraph (b), the task order price will be adjusted as follows:

(1) For fixed-price contracts, deductions in the Contractor's price will be computed as appropriate for the particular firm fixed price task order in question, e.g.,

(i) The deduction rate in dollars per day will be equal to the per-month task order price divided by 21 days per month. In this example, the 21-days-per-month figure was calculated as follows: 365 calendar days/year – 10 Federal holidays – 104 Saturdays/Sundays = 251 days/12 months = 20.92 days/month, rounded up to 21 days/month

(ii) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the CO to ensure that the Contractor is compensated for services provided.

(2) For cost-reimbursement, time-and-materials and labor-hour type contracts, EPA shall not reimburse, as direct costs, salaries or wages of Contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site unless otherwise instructed by the CO.

3. EPAAR CLAUSES

3.1 EPAAR 1552.211-70 REPORTS OF WORK (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with RFP Attachment # 1 – Performance Work Statement. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the Contractor preparing the report.

3.2 EPAAR 1552.211-72 MONTHLY PROGRESS REPORTS (JUN 1996)

(a) The Contractor shall furnish electronic copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding task area and/or ODC item(s).

(d) The report shall specify financial status for the task order as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative task order life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) For the Direct Labor portion of the monthly reporting period for each period of performance.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the total cost broken out by the task order prime Contractor and for each of the prime Contractor's subcontractors.

(iii) For the cumulative task order period of performance: the awarded amount, expended and remaining cost for the prime Contractor, and each of the prime Contractor's subcontractors.

(iv) Display the estimated costs to be expended during the next reporting period.

(v) Display the current dollar ceilings in the task order, net amount invoiced, and remaining amounts for the following categories: Contractor costs, subcontracts by individual subcontractor if applicable, and ODCs.

(vi) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the task order.

- (4) For the optional task portions of the monthly reporting period in each period of performance.
 - (i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.
 - (ii) For the current reporting period, display the total cost broken out by the prime Contractor and each of the prime Contractor's subcontractors.
 - (iii) For the cumulative task order period of performance and the cumulative task order life display: the awarded amount, expended and remaining cost for the prime Contractor, and each subcontractor.
 - (iv) Display the estimated costs to be expended during the next reporting period.
 - (v) Display the current dollar ceilings in the task order, net amount invoiced, and remaining amounts for the following categories: Contractor costs, subcontracts by individual subcontractor if applicable, and ODCs.
 - (vi) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the task order.
- (e) The report's financial status shall specify:
 - (1) For the current period, display the amount claimed.
 - (2) For the cumulative period display: amount shown on accepted submission incorporated into the task order or the revised amount, if applicable, (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the task order amount, less total amounts originally invoiced, plus total amount disallowed.
- (3) Labor hours.
 - (i) A list of employees, their labor categories, and the number of hours worked for the reporting period.
 - (ii) For the current reporting period, display the expended direct labor hours and costs broken out for the prime Contractor and each subcontractor.
 - (iii) For the current reporting period, cumulative task order period, and the cumulative task order life display: the negotiated, expended and remaining direct labor hours and costs broken out by task order labor hour category for the prime Contractor and each subcontractor.
 - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
 - (v) Display the estimates of remaining costs for the T&M portion of the task order and the direct labor hours and costs for any exercised optional tasks to complete the task order.
- (4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the task order.
- (5) A list of deliverables for the task order during the reporting period.
- (f) This submission does not change the notification requirements of the "Limitation of Funds" requiring separate written notice to the Contracting Officer.
- (g) The reports shall be submitted to the Contracting Officer, Contracting Officer Representative, Alternate Contracting Officer Representative, and Administrative Alternate Contracting Officer Representative within fifteen (15) calendar days each month after the close of the Contractor's billing cycle and in accordance with the clause "Submission of Invoices" following the first complete reporting period of the task order.

3.3 EPAAR 1552.211-75 WORKING FILES (APR 1984)

Clause incorporated by reference.

3.4 (CUSTOM) SUBMISSION OF INVOICES – RTP FINANCE

Invoices shall be prepared containing the following information:

- Date of Invoice
- Invoice number
- Total amount billed
- GSA Contract number
- EPA task order number
- Complete company name and billing address as stated on the task order
- Period of performance, where applicable
- Description of commodities/services furnished
- DUNS & Taxpayer Identification Number Bank for EFT payment, bank name, address, account number and routing number, if not in the System for Award Management (SAM)
- Point of contact (POC) name, phone number and email address

Invoice content and formatting:

- Bill only within the period of performance
- Bill for only one option period per invoice
- Bill only for only one delivery order per invoice
- Use the original invoice number followed by an 'R' (resubmitted or revised) when billing for reclaimed, revised or returned billings
- Bill the net amount only when billing for revised or suspended amounts
- Never bill in excess of the contract funded amount
- Do not bill for state and local taxes unless authorized - EPA Tax Exempt #: 520852695

Contract Invoices Submission:

- Complete and sign EPA's Agreement for Email Submission of Contract Invoices and email the completed form to ContractPaymentInfo@epa.gov (phone: (919) 541-1148).
- Wait for authorization. Please do not submit a contract bill via email until you receive an authorization email from the RTP Finance Center.
- After receiving authorization from the RTP Finance Center, submit your invoice in PDF format via email using the following procedures.
 - Put the contract number, invoice number and delivery order number in the SUBJECT line of the email.
 - Example: I_68w09999_234B_00005.pdf. If multiple invoices are attached, please put the contract number only. If you are attaching multiple invoices, please limit the number of attachments/invoices to 10 per email. Please submit separate emails per contract.
 - Do not submit correspondence in the body of the email, and do not include any attachments which are not invoices.
 - It is suggested that the following statement be included in email body:
NOTICE: this email data is for the designated recipient only and may contain privileged or confidential information. If you have received it in error, please notify the sender immediately and delete the original. Any unauthorized use of this email is prohibited.
 - Invoices must be in PDF format and attached to the email. A separate attachment for each invoice is required. If the invoice is a scanned document, the size should be standard 8.5" x 11". The first page of the PDF document must contain the first page of the invoice.
 - Each invoice must be signed by a representative of the contractor that is fully and completely authorized to sign on behalf of the contractor. The representative must also print his/her name, direct dial phone number, and email address on the invoice.
 - Invoices in PDF format must be named as follows:
contractnumber_invoicenumber_ordernumber.pdf. Invoices may be rejected if the file name is incorrect.

- Contract number: Field is 8 digits (for non-EPA contracts we use the first two digits and the last six digits)
- Invoice number: Field is 11 digits. Please do not exceed 11 digits per invoice number.
Any invoice that exceeds the 11 digit limit will be entered using the first 11 digits starting from the right. Numbers should not begin with a zero or with a special character. Invoice numbers should not include an underscore or a '/'.
 - Order number: Field is 5 digits (if there is no order number, please enter '00000' or simply end with the .pdf)
 - Example:
 I_EPXX9999_STB-300_00001.pfd
 I_68XX0000_7.pfd (no order number required)
 I_261D00XX_54678994999_00000.pdf (using zeros as placeholders; no order number required)
 I_GSF0440G_B345_01100.pfd
 I_EPW01111_1.pfd
- Email your invoice to DDC-KInvoices@epa.gov after you receive the authorization email and as instructed.
- You will receive an auto reply message once the RTP Finance Center receives your email. If for some reason the RTP Finance Center cannot accept your electronic invoice, you will be notified as soon as possible. You are required to contact the RTP Finance Center at 919-541-1148 if your email submission is rejected.
- Receipt date for invoices will be the date the RTP Finance Center retrieves and successfully opens the invoice attachments. If invoices are sent on a weekend or federal holiday, or after 3 p.m. (EST or EDT) on a regular work day, the receipt will be dated for the next business day.
- **Attachment file name protocol is very important (invoice may be rejected if PDF naming protocol is incorrect).** Please contact EPA's Financial Office Customer Service for invoice instructions at: (919) 541-1148, or via email at: ContractPaymentInfo@epa.gov.
- Receipt date for invoices will be the date RTP-Finance retrieves and successfully opens the invoice attachments. If invoices are sent on a weekend or federal holiday, or after 3 p.m. (EST or EDT) on a regular work day, the receipt will be dated for the next business day.
- Submitted invoices which do not conform to these procedures may be determined to be an inappropriate submission and are subject to rejection.
- The Contractor shall carbon copy (cc:) both the COR/ACOR and CO on the email when the Contractor submits its electronic invoice to EPA's Research Triangle Park Finance Center.

If you are unable to submit your task order invoice via email, please use the mailing addresses below:

U.S. Postal Service	U.S. Environmental Protection Agency RTP Finance Center (AA216-01) Durham, NC 27711
UPS, Federal Express, or Overnight Mail	U.S. Environmental Protection Agency RTP Finance Center 4930 Old Page Road (AA216-01) Durham, NC 27703

For task order invoicing or other issues, please contact EPA's Financial Office Customer Service at: (919) 541-1148, or via email at: ContractPaymentInfo@epa.gov.

Payment information and notification may be accessed by registering with the Department of Treasury's Internet Payment Platform (IPP) system at: <https://www.ipp.gov/>

3.5 EPAAR 1552.237-71 TECHNICAL DIRECTION (AUG 2009)

(a) Definitions.

“Contracting Officer Representative (COR),” means an individual appointed by the Contracting Officer in accordance with Agency procedures to perform specific technical and administrative functions.

“Task order,” as used in this clause, means work assignment, delivery order, or any other document issued by the Contracting Officer to order work under a service contract.

(b) The Contracting Officer Representative(s) may provide technical direction on task order or work request performance. Technical direction includes:

(1) Instruction to the Contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the task order and any task order there under. The Contracting Officer Representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the task order;

(2) Constitutes a change as defined in the “Changes” clause;

(3) Causes an increase or decrease in the estimated cost of the task order;

(4) Alters the period of performance of the task order; or

(5) Changes any of the other terms or conditions of the task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after oral issuance. The Contracting Officer will be copied on any technical direction issued by the Contracting Officer Representative.

(e) If, in the Contractor's opinion, any instruction or direction by the Contracting Officer Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 3 days after receiving it and shall request that the Contracting Officer take appropriate action as described in this paragraph. Upon receiving this notification, the Contracting Officer shall:

(1) Advise the Contractor in writing as soon as practicable, but no later than 30 days after receipt of the Contractor's notification, that the technical direction is within the scope of the task order effort and does not constitute a change under the “Changes” clause of the contract;

(2) Advise the Contractor within a reasonable time that the Government will issue a written modification to the contract; or

(3) Advise the Contractor that the technical direction is outside the scope of the task order and is thereby rescinded.

(f) A failure of the Contractor and Contracting Officer to agree as to whether the technical direction is within the scope of the task order, or a failure to agree upon the task order action to be taken with respect thereto, shall be subject to the provisions of the clause entitled “Disputes” in this task order.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the Contracting Officer Representative, shall be at the Contractor's risk.

NOTE: A Contracting Officer's Representative (COR) is the primary representative of the Contracting Officer (CO) authorized to provide technical direction. The CO may designate an Alternate COR

(ACOR) for the task order. CORs must maintain copies of all technical direction and provide a copy to the CO upon the CO's request.

3.6 (CUSTOM) PROTECTION OF EPA DATA

The EPA's environmental databases, applications, and systems are a primary resource of the United States and appropriate protection of their integrity, confidentiality, and availability is an absolute necessity. The contractor shall ensure that work performed under this Task Order does not compromise the security of these systems or data contained therein, and shall execute a security program that protects their integrity, confidentiality, and availability consistent with EPA security policy. Any security breach shall be identified, closed, and reported in accordance with established EPA policies and procedures at the earliest possible time. The contractor staff must be fully aware of and liable for unauthorized access by their staff. The contractor shall defend against this type of unauthorized access through policy and technical means, including appropriate background checks to help ensure trustworthiness of contractor employees.

3.7 (CUSTOM) CONFORMANCE TO EPA STANDARDS AND EPA AND FEDERAL POLICY

The contractor shall abide by all EPA regulations, policies, and procedures in effect during the Task Order period of performance.

3.8 EPAAR 1552.237-76 Government-Contractor Relations.

Government-Contractor Relations (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) *Employee relationship.* (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel

who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) *Inapplicability of employee benefits.* This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) *Notice.* It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 10 days (to be negotiated and inserted into the basic contract at contract award) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 10 days (to be negotiated and inserted into the basic contract at contract award) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

3.9 EPAAR 1552.245-70 GOVERNMENT PROPERTY (SEP 2009)

Incorporated by reference.

CONFLICT OF INTEREST

Any contractor (or member of its team (and/or subcontractor) having a conflict of interest as defined under FAR Part 9.5 must identify the conflict as soon as it is known and provide a recommended mitigation plan. Mitigation plans are required whenever a competing contractor has had unequal access to non-public information regarding the EPA requirement and/or competition, or has assisted the Government in defining the EPA requirements or evaluation factors. All Vendors shall identify all contracts that they are currently performing for EPA (including all bureaus). Explain whether the continuing performance of those contract along with this contract will or will not present either an apparent or actual organizational conflict of interest (OCI). Further, if a conflict is identified, proposers must outline a proposed mitigation plan to resolve any actual or apparent OCI include in their quote identification of all their EPA contract employees and explain how and Organizational Conflict of Interest does not apply or how it will be mitigated.

3.10 1552.209-73 Notification of Conflicts of Interest Regarding Personnel

Notification of Conflicts of Interest Regarding Personnel (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

3.11 1552.227-76 Project Employee Confidentiality Agreement

Project Employee Confidentiality Agreement (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

3.12 1552.235-80 Access to Confidential Business Information (OCT 2000)

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

4. FAR CLAUSES

4.1 FAR 52.216-1 Type of Contract (Apr 1984)

This is a fixed-rate Time-and-Materials (T&M) task order award for the support required in the PWS.

4.2 FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

4.3 FAR 52.237-3 Continuity of Services (Jan 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to --

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice,

(1) furnish phase-in, phase-out services for up to 90 days after this contract expires and

(2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

4.4 FAR 52.246-6 INSPECTION – TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

Clause incorporated by reference.

4.5 FAR CLAUSES INCORPORATED BY REFERENCE

The following FAR clauses will apply to this requirement and are being incorporated by reference. For the full text please visit <http://www.acquisition.gov/far/loadmainre.html>

4.6 EPA Acquisition Regulation (EPAAR) CLAUSES INCORPORATED BY REFERENCE (CUSTOM)

This task order incorporates one or more EPAAR clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of an EPAAR clause may be accessed electronically at this address:

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

FAR 52.204-9 Personal Identity Verification of Vendor Personnel (JAN 2011)
FAR 52.212-4 Contract Terms and Conditions- Commercial Items, Alternate I (JANUARY 2017)
FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Order – Commercial Items (JANUARY 2017)
FAR 52.213-2 Invoices (APR 1984)
FAR 52.227-14 Rights in Data – General (MAY 2014)
FAR 52.227-14 Rights in Data – Alternate III (DEC 2007)
FAR 52.227-17 Rights in Data – Special Works (DEC 2007)
FAR 52.227-19 Commercial Computer Software License (JUL 1995)
EPAAR 1552.203-71 Display of EPA Office of Inspector General Hotline poster (SEP 2000)
EPAAR 1552.208-70 Printing (SEPT 2012)
EPAAR 1552.211-75 Working files (APR 1984)
EPAAR 1552.216-73 Fixed rates for services— indefinite delivery/indefinite quantity contracts (APR 1984)
EPAAR 1552.233-70 Notice of filing requirements for agency protests (JUL 1999)
EPAAR 1552.237-75 Paperwork Reduction Act (APR 1984)
EPAAR 1552.239-70 Rehabilitation act notice (OCT 2000)
EPAAR 1552.245-70 GOVERNMENT PROPERTY (SEPT 2009)
EPAAR 1552.245-71 Government-furnished data (SEPT 2009)
EPAAR 1552.235-79 Release of Contractor Confidential Business Information (APR 1996)

FAR 52.209-5 Certification Regarding Responsibility Matters (APR 2010)
FAR 52.209-7 Information Regarding Responsibility Matters (FEB 2012)
FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)
FAR 52.224-1 Privacy Act Notification (APR 1984)
FAR 52.224-2 Privacy Act (APR 1984)
FAR 52.227-18 Rights in Data – Existing Works (DEC 2007)
FAR 52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts (AUG 2012)
FAR 52.232-25 Prompt Payment (ALTERNATE 1)(JUL 2013)
FAR 52.232-33 Payment by Electronic Funds Transfer-System for Award Management (JUL 2013)
FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
FAR 52.232-99 Providing Accelerated Payments to Subcontractors (JUL 2013) DEVIATION
FAR 52.253-1 Computer Generated Forms (JAN 1991)
FAR 52.249-6 Termination (ALTERNATE IV)(SEP 1996)

End of Document

